

AGREEMENT

between

CITY OF BOSTON

and

BOSTON TYPOGRAPHICAL UNION NO. 13

Effective: October 1, 2003

Expiring: September 30, 2006

AGREEMENT

THIS AGREEMENT made under chapter 150E of the General Laws, by and between the City of Boston, hereinafter called “the City” or “the Municipal Employer”, acting by and through its Mayor, and the Boston Typographical Union No. 13, hereinafter called “the Union”, by its officers or a committee duly authorized to act in its behalf.

WITNESSETH

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, co-operation and harmony; and

WHEREAS the parties to this agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein continued, the parties mutually agree as follows:

ARTICLE I.

RECOGNITION OF THE UNION

The City hereby recognizes the Union as the exclusive bargaining representative of all employees covered by this Agreement. The words “employee” and “employees” when used in this contract apply to journeymen and apprentices.

ARTICLE II.

NON-DISCRIMINATION

Section 1. **Non-discrimination.** The City and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual preference, age, physical handicap, parental status, marital status, union activity and membership or non-membership in the Union.

Section 2. **Affirmative Action.** The Union and the City agree that a policy of no-discrimination by itself may not result in the achievement of equitable representation of minorities, women, or disabled persons. Therefore, the parties acknowledge that there may be a need for the aggressive recruitment and promotion of minorities, women, and disabled persons. This section is not intended to circumvent Civil Service laws pursuant to M.G.L. Chapter 31.

ARTICLE III.

PAYROLL DEDUCTION OF UNION DUES

In accordance with the provisions of Section 17A, Chapter 180 of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor on January 17, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form or authorization for payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

ARTICLE IV.

PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1. Pursuant to Chapter 335 of the Acts of 1969, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages; hours and other conditions of employment, the Collector-Treasurer of the city shall deduct from each payment of salary made to each such employee during the life of this collective bargaining Agreement and pay over to the Union, the exclusive bargaining agent of such employees, an agency service fee, the sum of 3% of weekly gross earnings, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Union certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

Section 2. The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

ARTICLE V.

MANAGEMENT RIGHTS

The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the appointing authority to issue reasonable rules and regulations governing the conduct of his Department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

ARTICLE VI.

EMPLOYMENT AND UNION SECURITY

Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing room work and included classifications such as hand compositors, typesetting machine operators, makeup men, bank men, stone hands, markup men, proofreaders, machinists for typesetting, machines, operators and machinists on all mechanical devices which cast or compose type or slugs, or film, operators of tape perforating machines and recutter units for use in composing or producing type. Operators of all phototypesetting machines (such as Photosetter, Photon, Linofilm, Monophoto, Coxhead Liner, Filmotype, Typro, and Hadego) the employees engaged in proofing, waxing and paste makeup with reproduction proofs, processing the product of phototypesetting machines, including development and waxing; paste makeup of all type, hand lettered, illustrative, border and decorative material constituting a part of the copy; ruling; photoproofing; correction, alteration and impositions of the paste makeup serving as the completed copy for the camera used in the plate-making process. Paste makeup for the camera as used in this paragraph includes all photostats and prints used in offset or letterpress work includes all Photostats and positive proofs of illustrating (such as velox) where positive proofs can be supplied without sacrifices of quality or duplications efforts.

- (a) It is recognized that some work within the jurisdiction of the Union is being done by employees who are unrepresented or represented by another union. It is agreed that where it has been the past practice to have such work done in other City departments or outside of City employment, or where it becomes necessary to do such work in other City departments, such work may be performed by employees who are unrepresented or represented by another Union. Should it become possible to assign work to employees covered by this Agreement, the City agrees to discuss the matter with the Union in an earnest effort to reach an agreement.
- (b) The City reserves and retains the right to contract out work or subcontract out work to fair shops. Pursuant to the exercise of this right, no employee shall be laid off if there is available work in the same position or in a similar position which s/he is qualified to fill and is eligible to fill under Civil Service law and rules.
- (c) The Municipal Employer agrees to supply journeymen and apprentices full opportunity to become proficient on all new equipment, machinery or processes which are a substitute for, evolution of, or which replaces present equipment, machinery or processes and the Union agrees to supply partially trained journeymen and apprentices for that purpose. The Municipal Employer will give the Union sufficient advance notice of its intention to install any new equipment, machinery or processes to enable the contracting parties to implement the provisions of this Section.
- (d) Situation holders shall not be laid off out of priority unless they have been give ample opportunity to become proficient in new equipment, machinery or processes which are a substitute for, evolution of, or which replace present equipment, machinery or processes on work within the jurisdiction of the Union.

Section 2. The Municipal Employer covered by this agreement who is approached by a customer with a request that the Municipal Employee accept perforated tape, produced by employees of the customer, in lieu of copy, shall have the right to open this contract for the purpose of discussing the

conditions under which the specific customer-supplied tape may be used and processed. Failure of the parties to reach agreement shall not subject the matter to the grievance and arbitration procedure.

Section 3. Teletypesetter Operation.

- (1) Both parties to this contract recognize teletypesetter equipment and method of operation, including tape-perforator and recutter units, as being within the jurisdiction of the Union and recognize the training of employees for operation of such equipment as a joint responsibility of the parties and under the terms of this contract.
- (2) Casting units activated by tape shall be tended by journeymen. Tape Perforator units shall be operated by journeymen and apprentices.
- (3) On decision of Municipal Employer to install initial or additional teletypesetter equipment, the foreman shall notify the Union in writing at least 90 days in advance of the actual installation of the teletypesetter equipment stating number of journeymen trainees, or additional tape perforators required if competent teletypesetter perforators are not available. The purpose of the aforementioned advance notification is to train sufficient journeymen and apprentices to operate the teletypesetter equipment provided journeymen who have established typing proficiency of 40 words per minute shall have first preference to start learning to operate tape-perforators before the expiration of the 90-day period.
- (4) The tape-perforator training shall be at the individual's journeyman or apprentice scale and shall be under the direction of the foreman. The foreman shall afford as many qualified journeymen as may be required to meet the needs of the office, an opportunity to be trained, but if any time the foreman is satisfied that the journeyman is not making satisfactory progress, he may terminate the journeymen's tape-perforator training. Journeymen whose training has been terminated shall be returned to their former situations, if still existent or to situations to which they are entitled by their priority.

Section 4. Keyboard Qualifications.

- (1) Journeymen wishing to qualify for tape-perforator training or any other type-writer keyboard machine used for performing work within the jurisdiction of the Union, may be required to demonstrate the ability to type 40 words per minute in a ten-minute typing test computed as follows: five strokes count as a word; therefore, divide the total number of strokes by five. The result is the gross words types. From the gross words deduct ten words for each error. The result is the net words type. To get the net rate per minute, divide the number of words by the number of minutes typed.
- (2) For justified tape operations, journeymen trainees may be required to progress in accordance with the following schedule in a one-hour test:

Up to 2 months:	150 lines per hour;
3 to 4 months:	200 lines per hour;
5 to 6 months:	250 lines per hour;
7 to 8 months:	300 lines per hour;
9 to 10 months:	340 lines per hour.

(A line is defined as 12 picas wide in 8-point type or its equivalent.)
- (3) When additional tape-perforator operators are required by the Municipal Employer, priority employees in the operator classification who qualify for perforator training shall be afforded the first opportunity to be trained in the tape-perforating operation; thereafter, priority employees in other classifications who qualify for perforator training shall be afforded the opportunity to be trained before any outside tape-perforators are employed as tape-perforators from the date of signing through the life of this contract, which expires on the termination date of this contract.
- (4) If after all qualifying journeymen have been afforded tape-perforators training and all qualifying apprentices have been or are being trained on such work, there is still need for additional tape-perforators to perform the work within the jurisdiction of the Union, the

Union, upon request of the Municipal Employer, will endeavor to furnish from other sources as many journeymen tape-perforator operators as may be required.

Section 5. I.T.U. Laws and Chapel Laws. It is understood and agreed that the General Laws of the International Typographical Union in effect at the time of the signing of this Agreement, not in conflict with any law or ordinance, published rules and regulations, Executive Orders, or with this Agreement and not interfering with the management rights of the City, shall govern relations between the parties on practices within the shop not specifically enumerated herein.

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with law or this Agreement by the Chapel or by the I.T.U. for the conduct of its own affairs.

Section 6. It is recognized that should any conflict result between the General Laws of I.T.U. in effect at the time of the signing of this Agreement and the Massachusetts General Laws, including the Civil Service law and rules, or any provision of the Agreement itself, including Article III – Management Rights, the latter shall take precedence.

Section 7. Authority and Control of Composing Room. The operation, authority and control of the composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a member of the Union or in the absence of the foreman, the working foreman shall so function. No foreman shall be subject to fine, discipline or expulsion by the Union for any act in the performance of his duties as foreman.

Section 8. This Memorandum of Agreement shall include the acknowledgement that the parties have discussed and will continue to discuss in a Labor-Management forum the Union's claim to jurisdiction where it concerns keyboarding and typesetting that may be performed by employees other than bargaining unit members.

Any subsequent agreement resulting from these discussions may be incorporated into this Memorandum with the agreement of both parties (in accordance with Article VI, Section 1(a)).

ARTICLE VII

DISCIPLINE AND DISCHARGE

Section 1. The discipline and discharge of an employee whose office or position is classified under Civil Service law and rules shall not be a subject of grievance or arbitration hereunder, except as specifically provided otherwise in Section 2 of this Article. The Union shall have the right to represent any such employee at any Civil Service proceeding.

Section 2. Any dispute as to whether the city acted arbitrarily, capriciously or unreasonably with respect to the discharge or other discipline of an employee serving under a provisional appointment to a permanent position, with more than six months of continuous active provisional service, shall be a subject of grievance and arbitration hereunder.

Section 3. It is understood and agreed that the City's failure or refusal to request authorization from Civil Service to extend a provisional appointment beyond its original term or beyond any previously authorized extension thereof, shall not constitute discharge or other discipline hereunder and shall not be a subject of grievance or arbitration.

Section 4. An employee whose office or position is neither classified nor deemed to be classified under Civil Service law and rules and who has completed his six-month probationary period, shall not be discharged except for just cause. Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day) shall extend the probationary period by that amount of time.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Only matters involving the question whether the Municipal Employer is complying with the express provisions of this agreement shall constitute grievances under this Article.

Section 2. Grievance shall be processed as follows:

Step # 1. The Union representative, with or without the aggrieved employee, shall present the grievance orally to the employee's immediate supervisor outside of the bargaining unit, who shall attempt to adjust the grievance informally.

Step # 2. If the grievance is not settled at Step # 1, it shall be presented in writing to the appointing authority or his delegate in the department in which the aggrieved employee serves. The appointing authority or his delegate shall schedule a hearing on the grievance within three (3) working days after he receives it and shall issue his written answer thereto within three (3) working days after the hearing.

Step #3. If the grievance is not resolved at Step # 2 within six (6) working days, the grievance may be submitted to the City's Office of Labor Relations which shall schedule a hearing within ten (10) working days after it receives the grievance. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate.

Step #4. If the grievance is not Resolved at Step # 3 within fifteen (15) working days, the Union, and only the Union, may submit the grievance to arbitration. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's service shall be shared equally by the parties. The parties agree in principle to use the expedited arbitration procedure of the American Arbitration Association whenever feasible.

Section 3. Written submissions of grievances at Step # 2 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Municipal Employer's representative and the Union representative reaching an adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be

signed by the Municipal Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 4. A grievance shall be deemed waived if:

- (a) not presented in writing at Step # 3 within ten (10) working days of the discovery of the occurrence, or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based;
- (b) not presented at Step # 3 within ten (10) days after presentation at step # 2;
- (c) not submitted to arbitration within forty-five (45) days after presentation at Step # 3. (See Step # 4, Section 2 of this Article.) "Submission to arbitration" means a letter to American Arbitration Association, postage prepaid, postmarked within the 45-day period, with a copy to the Office of Labor Relations.

Section 5. A written list of Union stewards and other representatives in each department shall be furnished to the appointing authority immediately after their designation, and the Union shall notify the appointing authority of any changes.

Section 6. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 7. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing his decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter, unless extended by mutual consent. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 8. Any matter which is subject to the jurisdiction of the Civil Service commission or any Retirement Board established by law shall not be subject of grievance or arbitration hereunder. Complaints by Civil Service employees that they are being required by the appointing authority to

perform work outside their job descriptions shall be referred to the Supervisor of Personnel prior to making complaint to the Director of Civil Service.

Section 9. The parties agree to meet for the purpose of creating a mutually acceptable grievance form.

Section 10. The parties agree to meet for the purpose of discussing the issue of timeliness of grievances. The parties further agree to consider in future successor negotiations whether or not the parties should agree to a new contractual provision which would preclude an arbitrator from applying a “continuing violation” theory where the issue of procedural arbitrability is raised.

ARTICLE IX

FAIR SHOP

It is agreed that the observance of this Agreement establishes the employer as a fair shop according to the Union’s interpretation of that phrase, and the Union agrees to furnish any employer who so requests, a properly signed and authenticated statement which may be used to refute erroneous rumors or assertions to the contrary, wherever or however they may arise while this Agreement is in effect.

ARTICLE X

NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the

Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Union of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

Section 4. Struck Work. The City agrees not to require employees to execute any work received from or destined for another employer whose employees are locked out or on strike authorized by the International Typographical Union under circumstances which make the City an ally of such other employer, and such work shall not be within the scope of the employment of employees covered by this Agreement. No employee shall refuse to execute such work already in progress until after 48 hours' notice of such strike or lockout has been given to the City by the Union.

ARTICLE XI

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of agreements, terms, or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE XII
HOURS OF WORK

Section 1. The regular workweek for employees of the Municipal Printing Department covered by this agreement shall be 37 1/2/ hours. The regular workday shall be 7 ½ hours commencing at 8:00 a.m. and ending at 4:00 p.m. with one-half hour for lunch.

Section 2. Schedules. Schedules of work for an entire scheduled week must be posted, or the employees notified on the last shift previous to the start of a new scheduled week. No situation holder shall be scheduled for less than five (5) shifts. In case of layoff, situation holders shall be given twenty-four hours' notice prior to the end of a scheduled workweek..

Section 3. The City shall give employees reasonable notice of any change in their work schedule and agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the proposed change. In the event of failure to agree on this proposed change, the City shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

Section 4 (a). Second Workshifts. The City at its discretion may establish a second work shift when and so long as it deems such workshift appropriate, however the duration of such a shift shall not be for less than two consecutive weeks. The regular workweek for employees who work the second workshift shall be 37 ½ hours. The regular workday for the second workshift shall be 7 ½ hours per day.

Section 4 (b). Positions on the second and third workshifts shall be posted and filled according to seniority. Employees with the least seniority will be required to work positions unfilled.

Section 4 (c). Employees working the second workshift or the third workshift shall be paid, in addition to their regular weekly pay, a shift differential of \$20.00 per week.

ARTICLE XIII

OVERTIME

Section 1. All work done before and after regular hours of labor shall be overtime, and shall be paid for at the rate of time-and-one-half per hour, based on the hourly wage period. Double time for work beyond four (4) hours. One hour's notice of overtime should be given before employee's schedule is elapsed.

Section 2. Overtime work shall be distributed as equitably as possible. A list of all eligible employees shall be posted in a conspicuous place, and kept up-to-date, by the City. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Section 3. Saturday Work. All work performed on Saturday shall be classed as overtime and shall be paid at the rate of time-and-one-half for first four (4) hours and double time for remainder.

Section 4. Sunday Work. Employees who are required to work on Sunday shall be paid double time for such work and shall receive not less than a full day's work.

Section 5. Holiday Work. Employees required to work on a paid-for holiday or any day observed as such shall be paid double time for such work in addition to the regular holiday pay as provided for in Article XIII of this Agreement. Employees required to work on a paid-for holiday shall receive not less than a full day's work.

Section 6. Overtime After Day's Work. When overtime amounting to more than one and one-half hours is to be worked, one-half hour for lunch shall be granted immediately after regular schedule. However, employees may choose to use this lunch time not later than one and one-half hours after regular schedule. Such half-hour shall be paid for as overtime and shall be considered time worked.

When overtime amounting to more than four (4) hours is to be worked, an additional one-half shall be granted for lunch time and shall be taken at the expiration of the four hours. Such half-hour shall be paid for at the prescribed overtime rate and shall be considered time worked.

Section 7. Should the Department determine that overtime is necessary and so notifies the Union, the Union will make every effort to provide a sufficient number of chapel (Local 13) members to cover such overtime requirements subject to the Department's needs. The Department will make every effort to provide prior notice when it decides that overtime is necessary. At least one hour of notice should be given consistent with the terms of the Article.

ARTICLE XIV

COMPENSATION

The following pay schedules shall be effective upon the dates indicated in this Agreement.

Increase base wages as follows:

Effective October 5, 2002 – 2% base wage increase;

Effective October 4, 2003 – 2% base wage increase;

Effective October 2, 2004 – 2.5% base wage increase;

Effective October 1, 2005 – 2.5% base wage increase;

Effective June 30, 2006 – 1% base wage increase.

WAGE INCREASES

<u>TITLES</u>	<u>2%</u> Increase <u>10/5/2002</u>	<u>2%</u> Increase <u>10/4/2003</u>	<u>2.5%</u> Increase <u>10/2/2004</u>	<u>2.5%</u> Increase <u>10/1/2005</u>	<u>1%</u> Increase <u>6/30/2006</u>
Offset Compositor	\$928.68	\$947.25	\$970.93	\$995.21	\$1,005.16
Proofreader	\$928.68	\$947.25	\$970.93	\$995.21	\$1,005.16
Head Proofreader	\$1,060.39	\$1,081.60	\$1,108.64	\$1,136.36	\$1,147.72
Foreman Offset Division	\$1,139.07	\$1,161.86	\$1,190.90	\$1,220.68	\$1,232.88
Composition Mark-Up Man	\$978.17	\$997.73	\$1,022.68	\$1,048.24	\$1,058.73
Compositor Storeman	\$1,011.91	\$1,032.15	\$1,057.95	\$1,084.40	\$1,095.25
General Foreman	\$1,379.01	\$1,406.59	\$1,441.75	\$1,447.80	\$1,492.58
Working Foreman, Printing Division	\$1,060.39	\$1,081.60	\$1,108.64	\$1,136.36	\$1,147.72

Section 2. The City's contribution to all group hospitalization insurance premiums shall be as follows:

- A. 75% of total monthly premiums for the policy selected by the Employer
- B. 90% of the total monthly premium for all approved and authorized health maintenance organizations.

The City expressly reserves its right to add or subtract health insurance plans.

Section 3. Longevity:

Employees with ten (10) years of Service but less than 15 years with the City of Boston.	\$250.00
Employees with fifteen (15) years of service but less than 20 years with the City of Boston.	\$300.00
Employees with twenty (20) years of Service but less than 25 years with The City of Boston.	\$350.00
Employees with twenty-five (25) or more Years of service with the City of Boston	\$400.00

Such payment shall be made to the employees on the anniversary date of their employment with the City.

Effective September 30, 2006, delete Longevity in its entirety from the collective bargaining agreement.

Section 4. The provisions of Section 18 of Chapter 190 of the Acts of 1982 are incorporated into this Agreement.

Section 5. The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/vision plan for its employees subject to the following terms:

- a. Effective March 1, 2001, the City shall commence contributions, not to exceed \$10.44 per week per employee, to the Fund.
- b. Effective September 1, 2001, the dental/vision plan shall be available to employees.

- c. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, is subject to the Grievance/ Arbitration Procedures of the collective bargaining agreement.

ARTICLE XV

HOLIDAYS

Section 1. The following days shall be considered holidays for the purposes enumerated below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Veteran's Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Bunker Hill Day	New Year's Eve – ½ shift
Christmas Eve – ½ shift	

The holidays shall be observed in accordance with the dates promulgated annually by the City's Office of Human Resources.

Section 2. If an employee is not required to work on any of the holidays listed in Section 1 of this Article which falls on his regular workday, he shall nevertheless be paid regular weekly compensation for the workweek in which the holiday falls. If in the course of his regular service an employee is required to work on any of the holidays listed in Section 1 of this Article, or if the holiday falls during an employee's vacation or on his regular day off (such as Saturday), he shall receive, in addition to his regular compensation, an additional day's pay on a straight-time basis.

ARTICLE XVI

VACATION LEAVE

Section 1. Subject to the specific provisions of this Article, all City of Boston employees must complete six (6) months of actual work on or between July 1, and December 31, to be eligible for vacation leave on January 1.

Section 2. Vacation leave shall be calculated as follows:

- (a) An employee who starts work before July 1, and who actually works for six (6) months shall be entitled to one (1) week of vacation before December 31. An employee who starts work after July 1, shall receive one (1) week of vacation leave upon the completion of six (6) months of actual work. The Appointing Authority in his/her discretion may grant an additional week of vacation leave to such employees who were hired after July 1, and who have completed six (6) months of service. In no event shall the vacation entitlement for such employees exceed that established in Section 2(b). Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day) shall extend the effective date of eligibility.
- (b) An employee who on January 1, has more than six (6) months of continuous service, but less than four (4) years of service, shall receive two (2) weeks vacation leave.
- (c) An employee who on January 1, has more than four (4) years of service, but less than nine (9) years shall receive three (3) weeks vacation leave.
- (d) An employee who on January 1, has more than nine (9) years of service but less than fourteen (14) years shall receive four (4) weeks vacation leave.
- (e) An employee who on January 1, has more than fourteen (14) years of service shall receive five (5) weeks vacation leave.
- (f) An employee who on January 1, has thirty (30) or more years of service shall receive six (6) weeks vacation leave.

Section 3. Any employee returning from an authorized leave of absence shall receive his or her full vacation entitlement only upon the completion of six (6) months of active service.

Section 4. For the purpose of determining vacation entitlement in a calendar year, service with the Commonwealth of Massachusetts, the City of Boston, and the County of Suffolk, shall be included in computing length of actual service.

Service for the sole purpose of determining vacation eligibility in the preceding year pursuant to Section 1 and 2 of this Article shall also include up to twelve (12) weeks of any of the following activities:

- (a) all paid vacation leave;
- (b) up to four (4) weeks paid sick leave;
- (c) up to four (4) weeks military leave;

In addition to the above, up to one (1) year of disability leave (worker's compensation) may be counted toward the length of continuous active service.

Section 5. If any employee transfers into the bargaining unit without a break in service subsequent to January 1, in any given year, all prior service, as outlined in Section 3, shall be counted in accordance with Section 2 (Vacation Entitlement).

Section 6. Prior to departure on vacation leave, an employee may receive a cash advance of up to ninety percent (90%) of the employee's net pay based upon the vacation leave scheduled.

Section 7. Vacation leave allowance shall be paid to an employee who separates from City service on the first available People Soft payroll.

Section 8. If the employment of an employee entitled to vacation leave under this Article is terminated by death, said employee's spouse or next of kin shall be paid an amount in lieu of such vacation entitlement. If such employee has no spouse or next of kin, then employee's vacation leave shall be paid to his/her estate.

Section 9. Vacation leave that has been earned and not taken shall not be granted, in time off or in payment in –lieu of vacation, for employees who are terminated for just cause.

Section 10. Vacation leave shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of the Department. Subject to the preceding sentence, vacation leave selection shall be determined by seniority. Vacation leave may not be carried over from one year to another without the express written authorization of the employer and the Director of Human Resources.

ARTICLE XVII

SICK LEAVE / PERSONAL LEAVE

Section 1. Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave without loss of pay, for absence caused by illness (which term, as here used, shall not be deemed to include pregnancy) or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family.

Sick leave shall accrue at the rate of 1 ¼ days for each month of actual service not to exceed fifteen (15) working days in any calendar year. Employees shall not be credited with fifteen (15) days' sick leave as of January 1 of any year, in advance of such year having been worked. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 1A. Personal Leave At the option of the Municipal Employer, any employee who has completed six (6) months of actual work as of January 1, shall be eligible for four (4) paid personal leave days which may be taken by the employee during the following twelve (12) months but may not be carried-over to subsequent calendar year(s). These personal days shall be deducted from accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage or annual redemption of sick leave.

Personal leave days may be used to conduct personal business that could not be done outside of working hours. Such leave shall be taken in whole hour-long units of not less than one hour or not more than seven hours (eight for employees (if any) working 40 hours per week and seven and one-half for employees (if any) working thirty-seven and one-half hours per week). Fractions of hours taken shall be deemed whole hours. No employee shall use personal leave on the day before or after a holiday or on the day before or after vacation leave.

Except for emergency situations, an employee must obtain the prior approval of the Employer as to the timing of personal leave. Where reasonable notice is given to the Employer, approval will be granted provided the scheduling of personal leave does not adversely effect operating needs of the Employer.

Section 2. No employee, shall be entitled to sick leave without loss of pay as provided in Section 1 of this article unless (a) the employee has notified his immediate superior of his absence and the cause thereof before the expiration of the first hour of absence or as soon as practicable; (b) on, or within four (4) weeks after the last day of each payroll week in which any such period of absence occurs, the employee or, in case of his incapacity evidence by a physician's certificate attached, or in case of his death, a person acting in his behalf, has in writing, on a form furnished by the Supervisor of Personnel, requested leave without loss of pay for such period of absence; and (c) the appointing authority has approved such request. For periods of absence of five (5) consecutive working days or more, the appointing authority may require as a condition precedent to his approval of such request, evidence in the form of a physician's certificate for the necessity of such absence.

Section 3. An employee on leave because of an occupational disability may take such of the sick leave allowance to which he is entitled under this Article as, when added to the amount of any disability (Worker's) compensation, will result in the payment to him of his full salary for any particular workweek.

The City agrees to support legislation authorizing it to pay such amount of compensation as, when added to the amount of any disability (worker's) compensation will result in payment of a full week's salary to an employee who is on leave because he was injured in the line of duty as the result of violence by a patient or person in lawful custody.

Section 4. Up to five (5) days' sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and date disability (worker's) compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to date disability was incurred.

Section 5. An annual report of sick leave shall be made available upon request.

Section 6. Upon returning to work following a sick leave in excess of five (5) consecutive days, an employee may be required to undergo a medical examination to determine his fitness for work.

Section 7. The Superintendent may deny leave with pay to any employee who calls in sick on the day before or the day after a holiday. Should an employee disagree with the Superintendent's decision, the disagreement may be resolved using the grievance and arbitration procedure.

Section 8. Annual Redemption of Sick Leave. An employee who has used fewer than five (5) sick days in the twelve month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump-sum cash payment in accordance with the following schedule:

<u>Sick Days Used</u>	<u>Cash Redemption</u>
0	5 days' pay
1	4 days' pay
2	3 days' pay
3	2 days' pay
4	1 day's pay
5	0 day's pay

The per diem rate will be the employee's rate on December 31 as specified in the Pay Schedule for compensation in force on December 31.

During January the City will notify each qualifying employee of his redemption options. An employee may elect to redeem all or part of his entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner. Payment is to be made by March 30th of the year in which it is due.

Section 9. Sick Leave Redemption at Retirement/Death An employee who retires from his/her position or dies while employed in such position shall receive a cash payment equivalent to twenty-five percent (25%) of the accrued but unused sick leave balance credited to the employee on the date of his/her retirement or death at the employee's then-applicable rate of pay.

ARTICLE XVIII

OTHER LEAVE OF ABSENCE

Section 1. Subject to the operating needs of each department, determined by the appointing authority, leave of absence without loss of pay will be permitted for the following reasons:

- (a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other than dishonorable circumstances while serving in the armed forces of the United States in time of war or insurrection;
- (b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designed from time to time, during the life of this Agreement, by the Mayor.
- (c) Prophylactic inoculation required by the Municipal Employer;
- (d) Red Cross blood donations, if made on the premises of the department in which an employee requesting such leave serves;
- (e) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the city;
- (f) Medical examination for retirement purposes;
- (g) Attendance at hearings in Worker's Compensation cases as the injured person or as a witness. Any witness fees reviewed by such injured person or witness shall be remitted to the Municipal Employer;
- (h) Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election provided that the hour of opening and closing the polls in the city or town in which an employee is registered to vote would preclude him from voting outside regular

working hours, taking into consideration travel time from the polls to his regular place of employment, or vice versa;

- (i) Reasonable time for processing of grievances by one employees' representative on each shift. The Union shall provide and keep up-dated a list of such representatives.
- (j) Attendance at educational programs required or authorized by the City; and;
- (k) Emergency medical treatment for employees injured during performance or assigned work. Employees who have returned to regular duty or to night duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours.

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay during the time of his annual tour of duty as member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

Section 3. Jury Duty. Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment thereof, the City will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him of his full salary for any particular workweek.

Section 4. Bereavement Leave. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, grandchild, member of the immediate family (for a period of six months or more) in the immediate family of an employee with six or more months of continuous active service and who is in active service at the time of such death, such employee shall be entitled to receive up to three days' leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days upon which the employee is regularly

schedule to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave.

If an employee entitled to leave without loss of pay under this Section requires additional leave for such purposes, or in the event of a death in the immediate family of an employee not entitled leave without loss of pay under this Section, leave for such purposes shall be deducted from sick leave allowance, if any.

ARTICLE XIX

SANITATARY CONDITIONS

Section 1. The composing room shall be kept in a clean state to conform with the health laws of the Commonwealth of Massachusetts.

Section 2. Composing rooms shall be so ventilated while work is carried on therein that the air shall not become so exhausted as to be injurious to the health so far as possible, all gases, vapors, dust or other injurious impurities generated in the course of the work carried on therein.

Section 3. Melting or refining pots (if located in the composing room) shall be hooded, piped and connected so as to carry off gases or vitiated air.

Section 4. Upon complaint of employees of any office that the operation of the linotype or other typesetting machine or other causes, renders a composing room unsanitary, the complaint shall be considered and the remedy determined by the duly agreed representatives of the parties of this Agreement.

ARTICLE XX

MISCELLANEOUS

Section 1. Employees shall be compensated for reasonable time spent away from work while representing the Union in arbitration of a grievance concerned with the Municipal Printing Department or while negotiating a contract with the City of Boston.

Section 2. A chapel chairman (or his representative in his absence) shall be recognized as the representative of the Union to perform the duties prescribed for him under the local law as in the chapel over which he presides.

Section 3. Bulletin board space will be provided for Union announcements. Such announcements shall not contain anything politically denunciatory, or inflammatory, nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Union-authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this Section.

Section 4. Should any provision of this agreement be held unlawful by a court or administrative agency of competent jurisdiction all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 5. All personnel rules and regulations established by the Department and in existence at the time of the signing of this Agreement shall continue in full force and effect for the duration of said Agreement. A copy of all such rules and regulations shall be kept in the Department and made available for inspection by employees on request at reasonable times. Any changes in the rules and regulations or additions thereto shall be posted in the Department and it shall be the duty of the chapel chairman to see that such information remains posted a sufficient length of time to give all employees notice of any changes in or additions to said rules and regulations.

Section 6. All City of Boston insurance and retirement benefits and protections of the Civil Service laws shall apply to persons covered by this Agreement for its duration.

Section 7. Should any provision of this Agreement be in conflict with any law, including Civil Service law and rules, city ordinance, or executive Order, the latter shall govern the relationship between the parties.

Section 8. A study committee shall be formed consisting of two (2) members of the union and two (2) Management representatives of the City for the purpose of developing an apprenticeship program

in conformance with law. The committee shall present a proposal for review to the City Purchasing Agent on or before June 1, 1983.

Section 9. The City and the Union agree to the establishment of a departmental Labor-Management Committee to formally address the following issues:

- a) Changes in typesetting work by City employees and jurisdictional issues;
- b) Joint efforts to promote work of Printing Division throughout the City departments;
- c) Health and Safety concerns of typographical employees, especially those operating computerized equipment;
- d) The concept of personal evaluation and criteria for such evaluations.

Section 10. Payment of Wages The City may upon 30 calendar days notice to the Union, change from paying employees weekly to paying employees bi-weekly.

ARTICLE XXI

PERFORMANCE APPRAISAL

Section 1. A performance appraisal system shall be established. The purpose of this system shall be to appraise the performance of all employees covered by this agreement.

Section 2. All evaluations shall be in writing and shall be included in the employees official personnel file. The evaluations will be performed by a foreman, working foreman and the Superintendent.

Section 3. The evaluating criterion used in the performance appraisal system shall be job related. Each employee shall be evaluated no more than once a year. An employee shall be notified at least sixty days prior to the evaluation.

Section 4. The employee and the person responsible for conducting the evaluation shall both sign the performance appraisal form. If the employee disagrees with the results of the evaluation he/she may file a written rebuttal statement after having been given ample time to consult with the Chapel Chairman and/or the Union Representative.

Section 5. No performance appraisal format may be used by an appointing authority without approval of the Office of Human Resources of the City of Boston. A copy of the format shall be provided to the union prior to its implementation. If specific criteria are not job related, the format shall not be implemented until the union has an opportunity to meet, discuss and agree.

ARTICLE XXII

RESIDENCY

All members of the bargaining unit hired after July 1, 1989, shall be subject to the terms of the City of Boston Residency Ordinance as amended July 6, 1976 (Ord. 1976, c. 9).

ARTICLE XXIII

TECHNOLOGY LANGUAGE

It is agreed that any and all copy sent to the City Plant from another City Department on disc, and/or hard copy by a City employee, shall be accepted and processed by composing room employees as bargaining unit work.

It is further agreed that in the event said work does not qualify to meet journeymen's standards the Union can withhold imprint of the allied label.

ARTICLE XXIV

REASONABLE CAUSE DRUG/ ALCOHOL TESTING

In a joint desire to achieve and maintain a work force that is 100% drug and alcohol free, the parties agree that all personnel shall be subject to reasonable cause drug and alcohol testing to be conducted through a fair, reasonable and objective testing system, such test conducted by a provider independent of the City.

"Reasonable cause", for the purpose of this article, shall be based upon specific, contemporaneous, articulable, and documented observation(s) and/or fact(s) and the reasonable inferences drawn from such observation(s) and/or fact(s) that the individual may be involved in the use of any illegally-used drug, controlled substance, or alcohol.

For a period of up to ninety (90) calendar days after the execution of this Agreement, the parties shall meet jointly in an effort to establish written collection and testing procedures. In the event that the parties are unable to agree upon written collection and testing procedures within the 90-calendar day period, the matter shall proceed to expedited arbitration as to the issue whether the disputed written collection and testing procedures are fair and reasonable. The Department is barred from implementing any testing pending the resolution of such arbitration.

The parties agree that it is the general intent of any written procedure developed pursuant to the process outlined above to create a humanitarian program. Treatment and discipline will both be important aspects of the procedures. In this regard, the Committee shall deal with the specifics regarding the general concepts that employees who test positive for a first time shall be offered voluntary submission to a rehabilitation program, discipline less than termination, and/or random follow-up testing in lieu of termination.

ARTICLE XXV

DURATION OF AGREEMENT

Section 1. This Memorandum of Agreement shall be effective October 1, 2003 and shall continue in force up to and including 12:00 midnight, September 30, 2006, but in no event thereafter.

Section 2. On or after July 15, 2006 the Union or the City shall notify the other of the terms and provisions they desire in a successor Agreement and the parties shall proceed forthwith to engage in negotiation for a successor Agreement.

In The Presence Of

FOR THE CITY OF BOSTON

BOSTON TYPOGRAPHICAL UNION NO. 13

Thomas Menino, Mayor

Henry F. Vitale, President